

**EXCLUSIVE RIGHT TO SELL LISTING AGREEMENT**  
**STATE-WIDE MULTIPLE LISTING SERVICE, INC.**  
THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT- READ IT CAREFULLY

**1. PARTIES:** This Exclusive Right to Sell Listing Agreement ("Agreement") is made and entered into by the brokerage firm of

Lenox Realty Group  
("Broker", a participant of State-Wide Multiple Listing Service ("MLS"). and

Principal's License# B19565  
Lionel G. Matthews

("Seller").

**2. EXCLUSIVE RIGHT TO SELL:** In consideration of Broker submitting this listing to State-Wide Multiple Listing Service, Inc. (and if applicable, any reciprocal multiple listings service(s)), and of Broker's efforts to procure a purchaser of subject real estate, I, the undersigned ("Seller") hereby grant Broker the exclusive right, revocable only with Broker's written consent, commencing on January 19 20 18, and expiring at 11:59 P.M. on July 19 20 18, to sell or exchange the real property located at: 40 Williams UNIT 3 02914 in the City/Town of East Providence, in the State of Rhode Island. ("Property") Listing information will be provided to the MLS to be published and disseminated in accordance with its rules and regulations, which may include book, computer medium and Internet advertising. MLS reserves the right to cease publication of your listing in the event of termination of your Broker from MLS. Broker is authorized to cooperate with other real estate brokers, and to report the sale, price, terms, including credits paid by seller shown on the settlement statement, and type of financing for the publication, dissemination, information and use by authorized members, MLS Participants and Subscribers.

**3. TERMS OF SALE:** The list price shall be Sixty-Five Thousand  
(\$ 65,000.00), or any other price which Seller may agree to accept. Personal Property and Fixtures: All fixtures and other improvements that are permanently attached to the building,

structures, or land are included in this sale as part of the Property, including, but not limited to, landscaping, lighting fixtures, screen doors, storm windows, garage door openers and controls, flagpoles, fences, and any other items that are built in, including, but not limited to air conditioning equipment, garbage disposals, and dishwashers. Any and all items associated with the use, control, or operation of the fixtures or additional items stated below are also included.

All appliances to remain

**4. OFFER:** Pursuant to Rhode Island General Laws Section 5-20.5-14(34), Seller acknowledges that Broker is only required to transmit written offers, and that Broker shall not be obligated to transmit any offer that is received after a sales agreement has been fully executed.

**5. COMPENSATION TO BROKER:**

a) As compensation for services, Seller agrees to pay to Broker, 6 percent of the gross sales price, or

Additional fees (please specify): \_\_\_\_\_

under the following conditions:

- (1) if Broker procures a ready, willing, and able buyer;
  - (2) if the property is sold by Broker, or through any other person, including Seller, on the above terms or any other price and terms acceptable to Seller during the above time period or any extension of said time period;
  - (3) if within 30 calendar days of the final termination, including extensions, of this Exclusive Right to Sell Listing Agreement, the Property is sold, conveyed, or otherwise transferred to anyone with whom Broker has had contact directly and/or indirectly prior to final termination of this listing. This section shall not apply if Seller enters into another valid listing agreement with another licensed real estate broker after the final termination of this Exclusive Right to Sell Listing Agreement
  - (4) if completion of the sale is prevented by default of Seller, then upon such default.
- b) If the property is withdrawn from the market, transferred, conveyed, leased, rented, or made unmarketable by a voluntary act of Seller, without the consent of Broker, during the above time period or any extension of said time period, compensation, per Section 5a above, to be based at the discretion of Broker, either on list price or actual expenses relating to the subject property.
- c) In the event of a potential buyer's default, which results in Seller being entitled to retain the Deposit, except as otherwise provided in Section 9, Seller agrees to have Broker retain 50% of the Deposit, which shall not be greater in amount than the commission stated above.
- d) Broker is authorized to cooperate with other brokers, and divide with other brokers such compensation in any manner acceptable to Broker.
- e) It is understood that, upon closing and recording of the Deed, Broker may apply the Deposit(s) held in the escrow account to payment of the previously agreed brokerage fee. If the escrow funds are insufficient for the complete payment of the brokerage commission, such additional funds which are due are to be paid/accounted for prior to the recording of the Deed. In the event of exchange, permission is hereby given to Broker to assist all parties and collect compensation from them provided that there is full disclosure to all parties, in writing.

**6. CONSENT TO APPOINTMENT OF DESIGNATED SELLER REPRESENTATIVE(S):** Seller understands and agrees that only those real estate licensee(s) who have been specifically designated by the Principal Broker or Broker's designee will represent Seller as a Designated Client Representative with your informed, written consent. Seller agrees to Broker's appointment of the following affiliated real estate licensee(s) to act as Designated Seller Representative(s) and to perform the duties stated in this Agreement.

Name(s) Gabriel Francis

Seller understands and agrees that Broker may appoint additional Designated Seller Representatives as needed, with Seller's written consent.

**7. DUTIES OF OTHER AFFILIATED LICENSEES:** Any affiliated real estate licensee who has not been named as a Designated Seller Representative owes Seller only the duty of confidentiality. Seller understands and agrees that Broker and its affiliated real estate licensees may also represent sellers of similar real properties. Broker, including Designated Seller Representative(s), may represent buyers who are interested in the Property but will protect Seller's confidential information.

**8. DUAL FACILITATION:** If a Designated Seller Representative is representing a buyer client who becomes interested in Property (Section 2), Seller, the buyer, and Principal Broker will be asked to sign a Dual Facilitator Consent form to authorize Designated Client Representative to assist both parties as a neutral Dual Facilitator. The Dual Facilitator can assist both parties in a transaction but shall be neutral as to any conflicting interests between the parties to the transaction. The Principal Broker will act as a neutral Transaction Coordinator, will remain impartial to each client, and will assist the parties with reaching a mutually agreeable transaction. Broker and its affiliated licensees will not disclose Seller's or the buyer's confidential information except where disclosure is required by state law. If either Seller or the buyer does not consent to the dual facilitation, Broker may appoint another affiliated licensee to act as a Designated Client Representative for that party with that party's written consent.

**9. DEPOSITS:** All deposits and any additional deposit made hereunder (collectively, "Deposits") shall be held in Broker's escrow account (as required by R.I.G.L. 5-20.5-14(5)), unless mutually agreed otherwise. Except as otherwise provided herein, the Deposits shall be duly accounted for at the time of delivery of the deed and applied to the Purchase Price. In the event that Broker is made party to a lawsuit by virtue of acting as escrow agent of a deposit, the Broker shall be entitled to recover reasonable attorney's fees and costs, which fees and costs may be deducted from escrows funds, if Seller is the prevailing party.

**10. SIGN:** Seller authorizes Broker to install a FOR SALE/SOLD sign on the property.

**11. NON-RESIDENT WITHHOLDING REQUIREMENT:** If Seller is a non-resident of the State of Rhode Island, and/or will not be a resident at the time of closing, 6% (9%, if corporation) of net proceeds to Seller will be held in accordance with R.I.G.L.44-30-71.3. Contact the Rhode Island Division of Taxation for more information.

**12. EQUAL HOUSING OPPORTUNITY:** The Property is offered in compliance with federal, state and local anti-discrimination laws.

LM  
Seller's Initials

1-19-18  
Date

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## Listing

**Condominium - MLS # 1181500 - Active Und Contrct / Short Sale Pend Approval****40 Williams Street ,Unit #3, East Providence, RI 02914**

Complex Name: **Williams place**  
 RE Tax/Year: **\$2,330 / 2017**  
 Exempt Inc: **No**  
 Assessment: **\$104,200**  
 Asso Fee/Per: **165 / Month**  
 Year Built: **1968**  
 Pets Allowed: **Yes**  
 Pets Desc: **Cats, Small Dogs (under 25 lbs.)**  
 Type: **One Level**  
 Public Rems: **Two bedroom condo which needs some TLC but a decent value at this price. There is an outstanding assessment and will be the responsibility of the buyer. There is off street parking, and some storage in the basement. With some work this could be a real diamond in the rough.**

List Price: **\$65,000**  
 Original LP: **\$65,000**  
 Price/SqFt: **\$91.29**  
 DOM: **48**  
 Fire Dist Tax:  
 Zoning:

## General Information

Under Construction: **No** Short Sale: **Yes** Adult Comm: **No**  
 Subsidized Housing: **No** REO Bank Owned: **No** FHA Appr Stat: **No** **FHA Status**  
 Elevation Cert: **No** Loma: **No** Time Share: **No** **FHA Appr Exp Date:**  
 RE License Owner: **No** Historic: **None**

## Interior

Total Rooms: **4** Abv Grd Liv Area: **712** Basement Type: **Full**  
 Beds Total: **2** Blw Grd Liv Area: **0** Basement Access: **Interior and Exterior**  
 Baths Full: **1** Apx Total Liv Area: **712** Basement Finish: **Unfinished**  
 Baths Half: **0** Living Area Src: **Other** Bsmt % Finished:  
 Bldg Levels: **1** # Bsmt Rooms:  
 Finished Floor: **Wall to Wall Carpet** Bsmt Room Type:

Room	Level	Length	Width	Ceiling Height
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## Building / Site / Utilities

Assessor Lot: **6** Assessor Block:  
 Tot Units in Cmplx: **Unknown** Unit Levels: **1** Assessor Plat: **205**  
 Ungrd Tank Size: **Unknown** Apx Lot SqFt: **0.00** Unit Floor #: **2**  
 Ungrd Tank Type: **Concrete** Site Acres: **0.00** Lot Frontage:  
 Foundation Type: **0, None** Fndtn L x W: **Unknown** Insulation:  
 Garage / Desc: **Assigned Parking** Onsite Prk Spcs: **2**  
 Asnd/Unasnd Prkg: **None - 0**  
 Fireplaces: **100 Amps**  
 Electric: **Brick**  
 Exterior: **Connected**  
 Water Supply: **Connected**  
 Sewer: **Baseboard**  
 Heating System: **Gas** Plumbing: **Mixed**  
 Heating Fuel: **Gas** Cooling: **Wall Unit**  
 Hot Water: **Gas**

## Energy Efficiency/Sustainability Features

Construction: **No**

## Listing / Agent - Office Information

Def Show: **No** LA Phone: **617-513-9156**  
 Show Instruct: **Email Gabe@rentprov.com no texts. 48 hrs notice** LA Email: **gabe@rentprov.com**  
 List Agent: **19565** LO Phone: **401-572-3322**  
 LA Name: **Gabe Francis**  
 List Office: **LPMT**  
 LO Name: **Lenox Realty Group**  
 List Date: **01/25/2018** Entry Only: **No** Lock Box: **None**  
 Expire Date: **07/25/2018** Limited Service: **No** Lock Box Serial:  
 Contract Date: **02/09/2018** Sign on Prop: **No**  
 Occupancy: **Negotiable**  
 Comp to Co Bkr: **2% n/s**  
 Listing Contract: **Exclusive Right to Sell**

## Syndication

Internet Display: **Yes** Address Display: **Yes** Send to List Hub: **No**  
 IDX: **Yes** IDX Address Display: **No** Allow AVM: **Yes**  
 Realtor.com: **No** Realtor.com Addr Display: **No** Allow Comments: **No**  
 RI Living.com: **No** RI Living.com Addr Display: **No** Zillow: **No** Homes: **No**  
 Pending Date: **02/09/2018** Seller takes 2nd: